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**MG01****Particulars of a mortgage or charge**

<b>5</b>	<b>Mortgagee(s) or person(s) entitled to the charge (if any)</b>	<b>Continuation page</b> Please use a continuation page if you need to enter more details
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
Name	Primary Group (UK) Limited (Co. Reg. No. 03194215)	
Address	3 More London Riverside	
	London	
Postcode	S E 1 2 A Q	
Name		
Address		
Postcode		

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	<b>Continuation page</b> Please use a continuation page if you need to enter more details
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Under the debenture, the Company charges to the Lender -</p> <p>(A) by way of first legal mortgage:-</p> <p>(i) all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Company, or in which the Company holds an interest (including (but not limited to) the properties listed in Schedule 2 of the debenture) ("the Properties");</p> <p>(A) by way of first fixed charge:-</p> <p>(i) all Properties acquired in the future;</p> <p>(ii) all present and future interests of the Company not effectively mortgaged or charged under the preceding provisions of clause 3 of the debenture in, or over, freehold or leasehold property;</p> <p>(iii) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to Properties;</p> <p>(iv) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Company's business or the use of any or all assets, property and undertaking for the time being subject to the security interests created by the debenture ("Charged Property"), and all rights in connection with them;</p> <p>(v) all present and future goodwill and uncalled capital for the time being of the Company;</p> <p>(vi) all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations, and apparatus and other tangible, moveable property for the time being owned by the Company, including any part of it and all spare parts, replacements, modifications and additions ("the Equipment");</p> <p>(vii) the Company's present and future patents, trade marks, service marks, trade-names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties</p>	

**MG01 - continuation page**  
Particulars of a mortgage or charge



<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>and other rights derived from, or incidental to, these rights;</p> <p>(viii) all present and future book and other debts and monetary claims due or owing to the Company, and all the benefit of security, guarantees and other rights of any nature enjoyed or held by the Company in relation to any of them;</p> <p>(ix) all present and future stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being legally or beneficially owned by the Company or a nominee on its behalf, including all rights accruing or incidental to those investments from time to time;</p> <p>(x) any of its beneficial interest, claim or entitlement in any pension fund; and</p> <p>(xi) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each account nominated by Primary Group (UK) Limited for the purposes of this debenture;</p> <p>(C) The Company assigns and agrees to assign to Primary Group (UK) Limited absolutely all its rights in any policies of insurances or assurance resented or future (including, without limitation, any insurances relating to the Properties or the Equipment);</p> <p>(D) The Company assigns and agrees to assign to Primary Group (UK) Limited absolutely, to the extent that the same are assignable, the benefit the agreements referenced in Schedule 1 of the debenture;</p> <p>(E) The Company charges to Primary Group (UK) Limited, by way of first floating charge, all the undertaking, property, assets and rights of the Company at any time</p>	




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## Particulars of a mortgage or charge

7	<b>Particulars as to commission, allowance or discount (if any)</b>	
Commission allowance or discount	<p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his</p> <ul style="list-style-type: none"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
8	<b>Delivery of Instrument</b>	
	<p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)</p>	
9	<b>Signature</b>	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X <i>P J Sherman</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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## Particulars of a mortgage or charge

	<b>Presenter information</b>
You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.	
Contact name	Polly Eldridge
Company name	Clark Holt Commercial Solicitors
Address	
Hardwick House	
Prospect Place	
Swindon	
Post town	Wiltshire
County/Region	
Postcode	S N 1 3 L J
Country	
DX	DX 38606 Swindon 2
Telephone	01793 617444
	<b>Certificate</b>
We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.	
	<b>Checklist</b>
We may return forms completed incorrectly or with information missing.	
Please make sure you have remembered the following:	
<input type="checkbox"/> The company name and number match the information held on the public Register	
<input type="checkbox"/> You have included the original deed with this form	
<input type="checkbox"/> You have entered the date the charge was created	
<input type="checkbox"/> You have supplied the description of the instrument.	
<input type="checkbox"/> You have given details of the amount secured by the mortgagee or chargee	
<input type="checkbox"/> You have given details of the mortgagee(s) or person(s) entitled to the charge	
<input type="checkbox"/> You have entered the short particulars of all the property mortgaged or charged	
<input type="checkbox"/> You have signed the form	
<input type="checkbox"/> You have enclosed the correct fee.	

	<b>Important information</b>
Please note that all information on this form will appear on the public record.	
	<b>How to pay</b>
A fee of £13 is payable to Companies House in respect of each mortgage or charge.	
Make cheques or postal orders payable to 'Companies House'	
	<b>Where to send</b>
You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:	
For companies registered in England and Wales: The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff	
For companies registered in Scotland. The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF. DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post)	
For companies registered in Northern Ireland. The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG DX 481 N.R. Belfast 1	
	<b>Further information</b>
For further information, please see the guidance notes on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a> or email <a href="mailto:enquiries@companieshouse.gov.uk">enquiries@companieshouse.gov.uk</a>	
This form is available in an alternative format. Please visit the forms page on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a>	



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 7372859  
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 2 JUNE 2011  
AND CREATED BY LORICA GI HOLDINGS LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO PRIMARY GROUP (UK) LIMITED ON ANY  
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 16 JUNE 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 JUNE 2011**

*Op*



*Companies House*  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**